

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

"A Tradition of Service"

Incident Date: August 24, 2014
Department Notification Date: August 26, 2014
Internal Statute Date: August 25, 2015

INTERNAL AFFAIRS BUREAU INVESTIGATIVE REPORT

CONFIDENTIAL

IAB # IV2369498

COPY

SETTLEMENT AGREEMENT

PRELIMINARY STATEMENT

This agreement is entered into between the Los Angeles County Sheriff's Department (hereinafter referred to as "Department") and Henry A. Boyd, (hereinafter referred to as "Deputy Boyd"), Employee Number [redacted].

RECITALS

The Department and Deputy Boyd are interested parties in the investigation under Internal Affairs Bureau No. 2369498. Both desire to resolve all disputes arising as the result of that investigation, to avoid litigation and further administrative process upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the Department and Deputy Boyd for and in consideration of the mutual Covenants herein, agree as follow:

1. Upon execution of this Agreement, the Department will rescind the Letter of Intent dated August 17, 2015. In lieu of discharge, the Department will allow Deputy Boyd to retire on [redacted] Deputy Boyd understands, agrees, and acknowledges that he will submit proof that he retired from the position of Deputy Sheriff, Item No. 2708A, to Chief Asmus no later than the close of business on or before [redacted]

2. Deputy Boyd will be paid through the close of business [redacted] This time period will be deemed an authorized leave with pay. Deputy Boyd will then use his leave benefits, excluding sick time, to cover the time period from [redacted] through [redacted] Deputy Boyd will receive no back pay, no benefits, and no financial or other consideration as a result of entering into and/or executing this Agreement.

3. If Deputy Boyd fails to retire on [redacted] Deputy Boyd will be considered out-of-service effective [redacted] and the Department will deem his out-of-service a resignation in lieu of discharge.

4. Upon execution of this Agreement, Deputy Boyd understands, agrees, and represents that he will not seek employment or be employed at any time by the County of Los Angeles and the Los Angeles County Sheriff's Department after submission of his retirement/resignation.

5. The Department's PPI index will state "Founded, Retired or Resigned" under IAB No. 2369498.

6. Moreover, Deputy Boyd agrees to waive all rights in IAB Case Number 2369498 pursuant to Skelly v. State Personnel Board (1975) 15 Cal.3d 194 Cal.Rptr. 14.

7. Deputy Boyd agrees to waive any and all further administrative or judicial remedies with respect to this matter and the retirement set forth herein, including but not limited to the Los Angeles County Civil Service Commission or the Los Angeles County Employee Relations Commission and any court of law.

8. The parties further agree that this settlement shall not be considered, cited or used in any future dispute between the Department and any other Department employee as establishing precedent or past employment practice. This Agreement resolves the dispute between Deputy Boyd and the Department, and is not to be applied to any other facts or disputes.

9. In consideration of the terms and conditions set forth herein, Deputy Boyd agrees to fully release, acquit and forever discharge the County, their heirs, successors, assigns, and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Deputy Boyd concerning the subject matter referred to herein. Additionally, Deputy Boyd specifically acknowledges that he has not been the subject of discrimination, harassment and/or retaliation in any form, including but not limited to discrimination based upon age, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex, and that he has no claim against the Department for any such discrimination, harassment and/or retaliation, whether any such claim is presently known or not known to him.

10. Deputy Boyd further agrees, with regard to this matter, to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release,

release, which if known by him/her must have materially affected his/her settlement with the debtor."

11. The parties agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy of facsimile transmission of the agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

13. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the effective date" of this Agreement.

14. The parties agree that this is the complete Settlement Agreement and that no other promises have been made by either party. The parties further agree that no changes may be made to this Settlement Agreement unless both parties reduce the changes to writing and sign them.

15. Each party hereto represents and agrees that he/she or it has carefully read and fully understands all of the provisions of the Agreement, and that he/she or it is voluntarily, without any duress or undue influence on the part of or on behalf of any party, entering into this Agreement.

I have read the forgoing Settlement Agreement and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences. I further acknowledge that I have been afforded the opportunity to consult with legal counsel prior to signing this agreement.

Deputy Henry A. Boyd, #[redacted]

[redacted]
Date

As to form only:

Amanda Waters, Attorney
Green & Shinee

[redacted]
Date

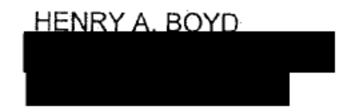
For the Department:

WARREN R. ASMUS, CHIEF
COURT SERVICES DIVISIION

1-19-16
Date

LACERA Los Angeles County Employees Retirement Association
300 N. Lake Ave., Pasadena, CA 91101 / PO Box 7060, Pasadena, CA 91109-7060 / www.lacera.com /800-786-6464 • 626-564-6132

December 31, 2015

HENRY A. BOYD

[redacted]

Congratulations! You're well on the path to becoming a retired member of LACERA. It is with pleasure that I inform you your retirement has been granted, effective [redacted] Please keep in mind that, as of [redacted] you are officially retired and will no longer report to work.

On the following pages of this letter, you will find a confirmation of the retirement allowance you elected and the beneficiary(ies) currently on file. Please review this information carefully.

Enclosed are several information items for your review:

- Information sheets with procedural instructions about health insurance, taxes, your retirement allowance, and other retirement topics.
- A direct deposit brochure and application.

Please be aware of the following:

- LACERA cannot process your retirement benefit allowances until we receive a termination date. To avoid delays in the entry of a termination date, follow all of the instructions from your personnel office.
- If you are **married** and have not already done so, send or bring in your original marriage certificate. We will scan it for our records and return the original document to you. If you were **divorced** at any time during your LACERA membership and have not submitted your dissolution documents to LACERA, please do so as soon as possible. If you have already submitted these documents, you do not need to resubmit them.

If you have any questions about the enclosed information or need assistance, please call LACERA at: 800-786-6464 or 626-564-6132.

On behalf of the Board of Retirement and the Board of Investments, I wish you every success for a happy and prosperous future.

Sincerely,

[redacted]

Enclosures: (4)
c: SHERIFF
Personnel Officer

bd-ltr/genretletter.dot/Rev 6.13.12

Prepared on 8/17/15

IAB 2369498

RECEIPT FOR CD REGARDING ADMINISTRATIVE INVESTIGATION

I have received investigative materials relating to IAB # 2369498 which contains two (2) CD's. CD's contain one (1) scanned copy of the case and seven (7) audio files.

Received by:

Print: HENRY BOYD

Signature: ______________________ Date: 08/17/2015

HENRY A. BOYD, #[redacted]

Witnessed by:

Signature: ______________________ Date: 08/17/15

Print: TERISA RIVER

Return to: Yvonne Mendez



John L. Scott, Sheriff

County of Los Angeles

Sheriff's Department Headquarters

4700 Ramona Boulevard
Monterey Park, California 91754-2169



August 17, 2015

Deputy Henry A. Boyd, #[redacted]

Dear Deputy Boyd:

You are hereby notified that it is the intention of the Sheriff's Department to discharge you from your position of Deputy Sheriff, Item No. 2708A, with this Department, effective the close of business September 8, 2015.

An investigation under IAB File Number 2369498, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of the Manual of Policy and Procedures Section 3-01/060.25, Department Approval of Outside Employment, on or about August 24, 2014, you engaged in off-duty security work for a company and/or private citizen which you were not authorized to work for by the Department.

2. That in violation of Manual of Policy and Procedures Section 3-01/060.30, Prohibited Employment, on or about August 24, 2014, you engaged in off-duty employment which was in conflict with the interests of the Department and/or your responsibilities to the Department when you provided security at [redacted] a nightclub whose principal business includes the sale of alcoholic beverages.

3. That in violation of Manual of Policy and Procedures Sections 3-01/040.70, False Statements; and/or 3-01/040.76, Obstructing an Investigation/Influencing a

Witness; and/or 3-01/040.75, Failure to Make Statements and/or Making False Statements During Departmental Internal Investigations, you made untruthful statements; and/or failed to make full, complete and truthful statements to your supervisors, Homicide investigators and/or Internal Affairs Bureau investigators as evidenced by, but not limited to the following:

a. on or about September 2, 2014, during an interview with homicide investigators, answering "No," when asked whether you knew where [redacted] lives; yet during the same interview, stating "[redacted] lives in Hollywood because I met him at his house (INAUDIBLE) on La Brea near Hollywood;" and/or,

b. since August 24, 2014, providing numerous conflicting and/or inconsistent statements to supervisors, homicide investigators and Internal Affairs investigators regarding the procurement, circumstances and duties of your off-duty employment; and/or,

c. on September 2, 2014, during an interview with homicide investigators, answering "Just myself, [redacted] and I'm assuming the guys from the club were working with him also," when asked how many people did [redacted] have for security there that night; yet on May 5, 2015, during an interview with internal affairs investigators, answering "No, No. Security detail, no" and "I don't know", when asked were you assigned to [redacted] security detail and who was assigned; and/or,

d. on September 2, 2014, during an interview with homicide investigators, answering "No", when asked does [redacted] carry a gun and/or does anyone else on [redacted]' detail carry a gun; yet on May 5, 2015, during an interview with internal affairs investigators, answering "I don't have any knowledge of that;" and/or,

e. on September 2, 2014, during an interview with homicide investigators, answering "[redacted] has been part of it as long as I've known. I've only been a short time"; "he was there before me"; "I've been with them a couple of months", when asked how long has [redacted] been part of the [redacted] security operation; yet on May 5, 2015, during an interview with internal affairs investigators, answering "No" when asked have you ever worked with [redacted] in the past.

4. That in violation of the Manual of Policy and Procedures Section 3-01/050.85, Prohibited Association, you knowingly engaged in off-duty security work for singer/entertainer [redacted] whom you knew or reasonably should have known had been adjudged guilty of a felony crime. Moreover, you should have known that this business association would be detrimental to the image of the Department.

5. That in violation of Manual and Policy and Procedures Section 3-01/050.30, Off-Duty Incidents, on or about August 24, 2014, you, while engaged in off-duty security work, failed to take appropriate action when a shooting incident occurred at [redacted] and three people were wounded by gunfire.

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet which are incorporated herein by reference.

You may respond to the intended action orally or in writing. In the event that you choose to respond orally to these charges, you have already been scheduled to meet with Chief Warren R. Asmus, on September 8, 2015, at 0930 hours, in his office, which is located at 211 West Temple Street, 8th Floor, Los Angeles, California 90012. If you are unable to appear at the scheduled time and wish to schedule some other time prior to September 8, 2015, for your oral response, please call Chief Asmus' secretary at (213) 229-2170, for an appointment.

If you choose to respond in writing, please call Chief Asmus' secretary to cancel your scheduled appointment, and send your response to the facts contained in this letter to Chief Asmus' office by no later than September 8, 2015.

Unless you are currently on some other type of authorized leave, pursuant to Rule 16.01 of the Los Angeles County Civil Service Commission Rules, effective immediately, you are on paid administrative leave which will continue during the fifteen (15) business days you have to respond to the intended discharge or until the conclusion of your pre-disciplinary hearing. If you are presently on an authorized leave, that leave will continue during the fifteen (15) business days you have to respond to the intended discharge, or until the conclusion of your pre-disciplinary hearing.

Failure to respond to this Letter of Intent within fifteen (15) business days will be considered a waiver of your right to respond and will result in the imposition of the discipline indicated herein.

If you did not receive the investigative material on which your discipline is based at the time you were served with this correspondence, you may contact the Internal Affairs Bureau at (323) 890-5300, to obtain a copy of the case file.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

JIM McDONNELL, SHERIFF

Donnie L. Mauldin, Captain
Internal Affairs Bureau

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

DLM:JDP:jp

cc: Advocacy Unit
Employee Relations Unit
Chief Warren R. Asmus, Court Services Division
Internal Affairs Bureau
(File #IV2369498)



3-01/060.25 DEPARTMENT APPROVAL OF OUTSIDE EMPLOYMENT

Within ten (10) business days of engaging in any outside employment, full-time members shall have Department approval. Unit Commanders in receipt of a Request for Approval of Outside Employment form (SH-AD-136), an Outside Employment Admonition (SH-AD-635), and an Employee Report On Outside Employment Activities Of Full-Time, Permanent County Employees (SH-AD-651) shall determine if the employee's personnel folder has been reviewed to ensure that the applicant will not be in violation of any regulations if permitted to engage in the employment. Specifically, the Unit Commander shall ensure the employment could not be considered a conflict of interest.

Copies of this manual section, the SH-AD-635, and Manual of Policy and Procedures section 3-01/060.30, Prohibited Employment, shall be given to the employee upon approval of outside employment. The original SH-AD-635 shall be placed in the employee's Unit personnel folder.

Unit Commanders shall not consider, or approve, any application for outside employment if in conflict with section 3-01/060.30 or if in violation of the following:

- the employee is currently working with a less than competent performance evaluation;
- the job, by its nature, schedule or extent, might impair the employee's efficiency in the County service;
- more than 24 hours per week are involved (this is the maximum limit and individual circumstances may dictate a much lower limit);
- the duties are incompatible and involve a conflict of interest with the employee's regular duties or the functions or responsibilities to the Department;
- the job is directly or indirectly related to skills, knowledge, reputation or prestige possessed by the employee solely as a result of his employment with the Department. (Specifically, no employee or any employer or business associate of a member may represent formally or informally that their product or service has any connection with, or is supervised, performed by, etc., a County or district employee.);
- the employer is a person, firm, or agency licensed by the County for which this Department would have investigative responsibility; and/or
- County time, property, tools, records, confidential information, vehicles or buildings are used in conjunction with the employment.

EXCEPTION: In special situations where the interests and welfare of the Department, as well as the employee, is benefitted, an administrative decision will be made based on the circumstances.

OUTSIDE SECURITY EMPLOYMENT

Employees may request approval for outside employment as private security guards or uniformed employees with public entities. All other current Department policy concerning outside employment remains in effect. In addition to submitting the outside employment approval forms as listed above, those members seeking employment as private security guards are required to complete and submit a "Request For Approval Of Outside Security Employment" form (SH-AD-671) to their unit commander. The SH-AD-671 must contain the

signature of the President, Owner, or Chief Officer of the security business/organization employer. Approval of outside security employment with private security firms and/or businesses is subject to the following conditions:

- members cannot be employed while serving any probationary period;
- members cannot work within the jurisdiction of their current assignment;

NOTE: Members whose principal Unit of Assignment is without a permanent field facility (i.e., Fraud & Cyber Crimes Bureau, Special Victims Bureau, Homicide Bureau, Major Crimes Bureau, etc.) are exempt from this condition).

- members are prohibited from working in any location where the sale of alcoholic beverages is the principal business (e.g., liquor stores, bars, etc.);
- members are prohibited from working in a location where a labor dispute or strike is in progress or can be anticipated;
- members must obtain a security guard card authorizing armed security employment before engaging in outside security employment;
- members cannot use county time, facilities, equipment (including county issued firearms), supplies or identification in the course of their outside employment;
- members are prohibited from identifying themselves as a member of the Sheriff's Department in the course of employment as private security employees while carrying out duties as a private security employee. This in no way relieves the Department member from his responsibilities while off duty as stated in the Department's Manual of Policy and Procedures;
- court appearances arising from the outside employment will not be compensated by the county;
- civil and/or criminal liability arising from the member's outside employment shall be borne by the Department member or by the outside employer; and/or
- compensation for injury incurred by the Department member in the performance of the duties of the outside employer extends only to the secondary employer and not to the County of Los Angeles.

See the Personnel chapter for additional information regarding outside employment.

Revised 05/05/14
Revised 12/12/13
Revised 05/16/05
04/01/96 MPP



3-01/060.30 PROHIBITED EMPLOYMENT

Under Government Code section 24004 and 24004.5, regular sworn personnel shall not:

- represent any person or practice law in a criminal matter or in any instance where there may be a conflict of interest or in any matter adverse to the Department;
- have a partner lawyer whose practice may cause a conflict of interest;
- act as a collector or be employed by any collection agency in Los Angeles County; and/or
- have a partner who is a lawyer, collector or anyone who acts as a lawyer or collector for a collection agency.

Members of this Department shall not engage in any type of employment or business as a private detective or agent, manager, operator, owner of stock or serve in the capacity of an officer in a corporation, or enter into a partnership, either general or limited, or be named on any license for any such business. Further, members shall not have any financial interest in any private detective agency or private security company, either directly or indirectly, by way of community property or trust. Any such involvement by members of this Department will automatically be construed to be a conflict of interest.

Private security employment may be permitted as a result of an agreement between the Department and an applicable employee organization, in which case the provisions of such agreement shall control the terms and conditions of such employment.

Members shall not engage in employment or business, including the services of the Office of Notary Public, which would result in a conflict of interest with the employee's regular duties or responsibilities to this Department.

It shall be considered a conflict of interest and/or an adverse situation to allow any member engaged in an off-duty law practice, while assigned to the Court Services Division, to make any in-person courtroom appearance as counsel for a party to an action being heard in any Department of the Superior Court or Division of the Municipal Court within the County of Los Angeles.

Deputy personnel of this Department shall not hold any other position granting peace officer authority pursuant to Penal Code Section 830.2 through 830.12. The above does not preclude Deputy personnel from serving as Military Police Officers in reserve military Units or being members of the Sheriff's Mounted Posse.

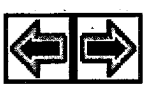
Civilian personnel may apply and, upon approval, hold Reserve peace officer status with this Department or any other agency. Personnel shall comply with the conditions and regulations set forth in the Personnel chapter, entitled Outside Employment. Sheriff's Reserve applicants shall submit a copy of the completed Reserve Forces Application, as well as the Request for Approval of Outside Employment (SH-AD-136), to their Unit Commander for approval.

Upon approval of the SANE/Reserve Forces Bureau Commander, Reserve Deputies may be employed as part time or limited status peace officers with other agencies.

During the course of regular employment, Reserves shall not possess any Sheriff's Department identification, credential, or issued equipment on their person.

Should any member of a Sheriff's Reserve Unit accept employment in any prohibited occupations, they shall immediately be terminated from the Reserve Forces Bureau. Any occupation not described above, which may be considered a conflict of interest, shall be referred to the Commander, Reserve Forces Bureau, for final decision.

Revised 12/12/13
04/01/96 MPP



3-01/040.70 FALSE STATEMENTS

Members shall not make false statements when questioned, interviewed or in reports submitted.

04/01/96 MPP



3-01/040.76 OBSTRUCTING AN INVESTIGATION/INFLUENCING A WITNESS

Employees shall not take any action that could interfere with, delay, obstruct, distort or unduly influence any investigation.

Employees shall not take any action that could intimidate or unduly influence any participant in an investigation, nor engage in any conversation that could interfere with, delay, obstruct, distort, or unduly influence any investigation.

Any employee who knowingly gives false evidence, withholds evidence, or interferes in any way, during such an investigation, or requests or encourages another to do so, shall be deemed to have obstructed the investigation.

For purposes of this section, investigation shall include, but is not limited to, any criminal, civil, or administrative investigation, review, inquiry, inquest, hearing, trial, or similar activity conducted by representatives of this Department or any other governmental agency.

Nothing in this section is intended to preclude a member from seeking and/or receiving legal guidance, advice, or representation.

Revised 06/20/06
04/01/96 MPP



3-01/040.75 FAILURE TO MAKE STATEMENTS AND/OR MAKING FALSE STATEMENTS DURING DEPARTMENTAL INTERNAL INVESTIGATIONS

If requested to make a statement in the course of an official Department internal investigation, members shall make full, complete and truthful statements.

Failure or refusal to make statements, or making false statements during Department internal investigations, may result in disciplinary action.

04/01/96 MPP



3-01/050.85 FRATERNIZATION AND PROHIBITED ASSOCIATIONS

Members shall not knowingly fraternize with, engage the services of, accept services from, do favors for, or maintain a business or personal relationship or association with persons who are in the custody of any federal, state, or county law enforcement agency or who have been released from the custody of any law enforcement agency within the preceding 30 days. Additionally, members shall not knowingly fraternize with, engage the services of, accept services from, do favors for, or maintain a business or personal relationship or association with the spouse, immediate family member, or romantic companion of any person in the custody of any law enforcement agency.

Any member contacted by, or on behalf of, a former inmate who has been released from the custody of any law enforcement agency within the preceding 30 days shall immediately report such contact in a memorandum to the member's Unit Commander.

Members shall not knowingly maintain a business or personal relationship or association with persons who have an open and notorious reputation for criminal activity, or where the association would otherwise be detrimental to the image of the Department. Examples include, but are not limited to, persons members know or reasonably should know are:

- under criminal investigation or indictment;
- on parole;
- gang members; and/or
- adjudged guilty of a felony crime.

Exceptions to this policy require the express written authorization of the member's Unit Commander. Absent extraordinary circumstances, there is a presumption that requests to associate with immediate family members will be granted; however, express written authorization shall still be sought and received. The member's request, accompanied by the Unit Commander's response, shall be placed in the member's unit personnel file and become a permanent part of the member's personnel file.

A subsequent request shall be submitted any time the circumstances upon which the original authorization was based change. Subsequent authorization(s) will be considered on a case by case basis.

Revised 12/12/13
Revised 05/01/10
04/01/96 MPP



3-01/050.30 OFF-DUTY INCIDENTS

Off-Duty Police Action

Deputy personnel, although technically off duty, shall take action as deemed appropriate on any police matter coming to their attention. Appropriate action, depending on the circumstances, may require only accurate observation and becoming an effective witness or informant.

The Penal Code gives specified law enforcement officers peace officer authority anywhere in the state as to a "public offense committed or which there is probable cause to believe has been committed in his presence and with respect to which there is immediate danger to person or property, or of the escape of the perpetrator of such offense." Therefore, unless the off-duty officer has observed the commission of a crime and there is an immediate danger to person or property, or he has received prior approval from the chief law enforcement officer of that jurisdiction, he should not take police action in the capacity of a peace officer, when he is outside the jurisdiction of this Department. He should notify the police agency having jurisdiction.

Arrests made while off-duty, within the State of California but outside the jurisdiction of this Department, which result in civil action will be defended by the County Counsel if the Department procedures listed below are followed.

In all situations wherein Deputy personnel take positive police action in any off-duty incident, Deputy personnel shall adhere to the following procedures:

- identify themselves as peace officers before taking any police action, safety permitting;
- make an arrest if the elements of an arrest are present and a legal arrest can be made;
- immediately notify their Unit Commander or ranking supervisor on-duty at their Unit by telephone and verbally advise him of the situation when police action is taken; and
- prepare appropriate written reports, as directed.

NOTE: All on duty Department reporting procedures (e.g., use of force reporting and review procedures, mandatory IAB notifications, etc.) are in full force and effect and shall be strictly followed any time Deputy personnel take positive police action in any off duty incident after having identified themself as a peace officer.

Off-Duty Incidents - Personal Involvement

Members who are arrested or detained for any offense, or named as a suspect, other than an infraction under the Vehicle Code, shall immediately notify their immediate supervisor or Watch Commander of the facts of the arrest or detention or allegation. The immediate supervisor or Watch Commander receiving notification shall immediately notify Sheriff's Headquarters Bureau with the facts of the arrest, detention, or allegation.

After business hours, and/or if the member is unable to contact their immediate supervisor or

Watch Commander at their Unit of Assignment, the member shall contact Sheriff's Headquarters Bureau and request immediate notification to their Unit Commander. The member shall provide details of the arrest, detention or allegation to Sheriff's Headquarters Bureau personnel, including alleged charge(s), location, police agency jurisdiction, and return phone number where the member can be reached. The Sheriff's Headquarters Bureau member receiving notification shall immediately notify the employee's Unit Commander.

The Unit Commander shall immediately notify Internal Affairs Bureau. The employee's Unit Commander shall immediately respond to the member's location if the member is arrested and taken into custody. The Unit Commander also shall ensure that an administrative investigation is initiated.

NOTE: Unit Commanders shall refer to and follow the procedures contained in Unit Commander's Letter #398 (dated August 16, 2010) for specific responsibilities when an employee in their command is involved in an off-duty, alcohol-related incident.

Revised 12/12/13
Revised 03/29/13
Revised 06/01/12
Revised 05/22/11
Revised 09/23/09 (Implementation October 1, 2009)
Revised 07/12/02
04/01/96 MPP

I certify that on the date indicated below, I received the original of the attached **LETTER OF INTENT** under File Number **IAB 2369498.**

08/17/2015
Date

HENRY A. BOYD, #[redacted]

I certify that on the date indicated below, I served the original Letter of Intent to **HENRY A. BOYD.**

08/17/15
Date

WITNESS SIGNATURE

TERISA RIVER
WITNESS PRINT

Please return this page within two (2) business days to:

VIRGINIA VASQUEZ
INTERNAL AFFAIRS BUREAU
4900 S. EASTERN AVE. #100
COMMERCE CA 90040
(323) 890-5314

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

A Tradition of Service Since 1850

DATE: August 11, 2015
FILE No: IV2369498

DISPOSITION SHEET

FROM: WARREN R. ASMUS, CHIEF
COURT SERVICES DIVISION

TO: DONNIE L. MAULDIN, CAPTAIN
INTERNAL AFFAIRS BUREAU
PROFESSIONAL STANDARDS
DIVISION

SUBJECT: **HENRY A. BOYD, #[redacted]**
DEPUTY SHERIFF
CIVIL MANAGEMENT BUREAU
COURT SERVICES DIVISION

Upon consideration of the facts developed in this investigation, I have determined that Subject Boyd be discharged from his position as a deputy sheriff for the reasons set forth in the attached documentation. This decision may be reconsidered based upon the employee's response.

WARREN R. ASMUS, CHIEF — DATE: 8-11-2015

CASE REVIEWED BY:

RICHARD J. BARRANTES, ASSISTANT SHERIFF — DATE: 8-11-15

BOBBY D. DENHAM, A/ASSISTANT SHERIFF — DATE: 08-11-15

NEAL TYLER, EXECUTIVE OFFICER — DATE: 8-11-15

JIM McDONNELL, SHERIFF — DATE

The evidence in this investigation supports the following founded charges:

1. That in violation of the Manual of Policy and Procedures Section 3-01/060.25, Department Approval of Outside Employment, on or about August 24, 2014, Subject Boyd engaged in off-duty security work for a company and/or private citizen which he was not authorized to work for by the Department.

2. That in violation of Manual of Policy and Procedures Section 3-01/060.30, Prohibited Employment, on or about August 24, 2014, Subject Boyd engaged in off-duty employment which was in conflict with the interests of the Department and/or Subject Boyd's responsibilities to the Department when he provided security at [redacted] a nightclub whose principal business includes the sale of alcoholic beverages.

3. That in violation of Manual of Policy and Procedures Sections 3-01/040.70, False Statements; and/or 3-01/040.76, Obstructing an Investigation/Influencing a Witness; and/or 3-01/040.75, Failure to Make Statements and/or Making False Statements During Departmental Internal Investigations, Subject Boyd made untruthful statements; and/or failed to make full, complete and truthful statements to his supervisors, Homicide investigators and/or Internal Affairs Bureau investigators as evidenced by, but not limited to the following:

    a. On or about September 2, 2014, during an interview with homicide investigators, answering "No," when asked whether he knew where [redacted] lives; yet during the same interview, stating "[redacted] lives in Hollywood because I met him at his house (INAUDIBLE) on La Brea near Hollywood;" and/or,

    b. Since August 24, 2014, providing numerous conflicting and/or inconsistent statements to supervisors, homicide investigators and Internal Affairs investigators regarding the procurement, circumstances and duties of his off-duty employment; and/or,

    c. On September 2, 2014. During an interview with homicide investigators, answering "Just myself, [redacted] and I'm assuming the guys from the club were working with him also," when asked how many people did [redacted] have for security there that night; yet on May 5, 2015, during an interview with internal affairs investigators, answering "No, No. Security detail, no" and "I don't know", when asked was he assigned to [redacted] security detail and who was assigned; and/or

d. On September 2, 2014, during an interview with homicide investigators, answering "No", when asked does [redacted] carry a gun and/or does anyone else on [redacted] detail carry a gun; yet on May 5, 2015, during an interview with internal affairs investigators, answering "I don't have any knowledge of that;" and/or,

e. On September 2, 2014, during an interview with homicide investigators, answering "[redacted] has been part of it as long as I've known. I've only been a short time"; "he was there before me"; "I've been with them a couple of months", when asked how long has [redacted] been part of the [redacted] security operation; yet on May 5, 2015, during an interview with internal affairs investigators, answering "No" when asked have you ever worked with [redacted] in the past.

4. That in violation of the Manual of Policy and Procedures Section 3-01/050.85, Prohibited Association, Subject Boyd knowingly engaged in off-duty security work for singer/entertainer [redacted] whom Subject Boyd knew or reasonably should have known had been adjudged guilty of a felony crime. Moreover, Subject Boyd should have known that this business association would be detrimental to the image of the Department.

5. That in violation of Manual and Policy and Procedures Section 3-01/050.30, Off-Duty Incidents, on or about August 24, 2014, Subject Boyd, while engaged in off-duty security work, failed to take appropriate action when a shooting incident occurred at [redacted] and three people were wounded by gunfire.

SUMMARY

On or about August 24, 2014, Subject Boyd was working an off-duty security job at a nightclub where he was tasked with providing security in the V.I.P. section where singer/entertainer [redacted] was present. During the evening, a shooting occurred and Rap mogul, [redacted] and two additional people were wounded by gunfire. Due to the incident involving considerable media attention, the case was investigated by LASD Homicide Bureau.

After the shooting occurred, Subject Boyd and other members of [redacted] security team escorted [redacted] out of the nightclub by exiting through the rear door of the building. Subject Boyd was initially part of the caravan to [redacted] residence by following [redacted] personal vehicle in his car until Subject Boyd experienced car trouble. Subject Boyd, after being delayed by car trouble, drove to [redacted]

residence hours after the shooting incident and was told by the head of [redacted] security team everything was fine and he could leave.

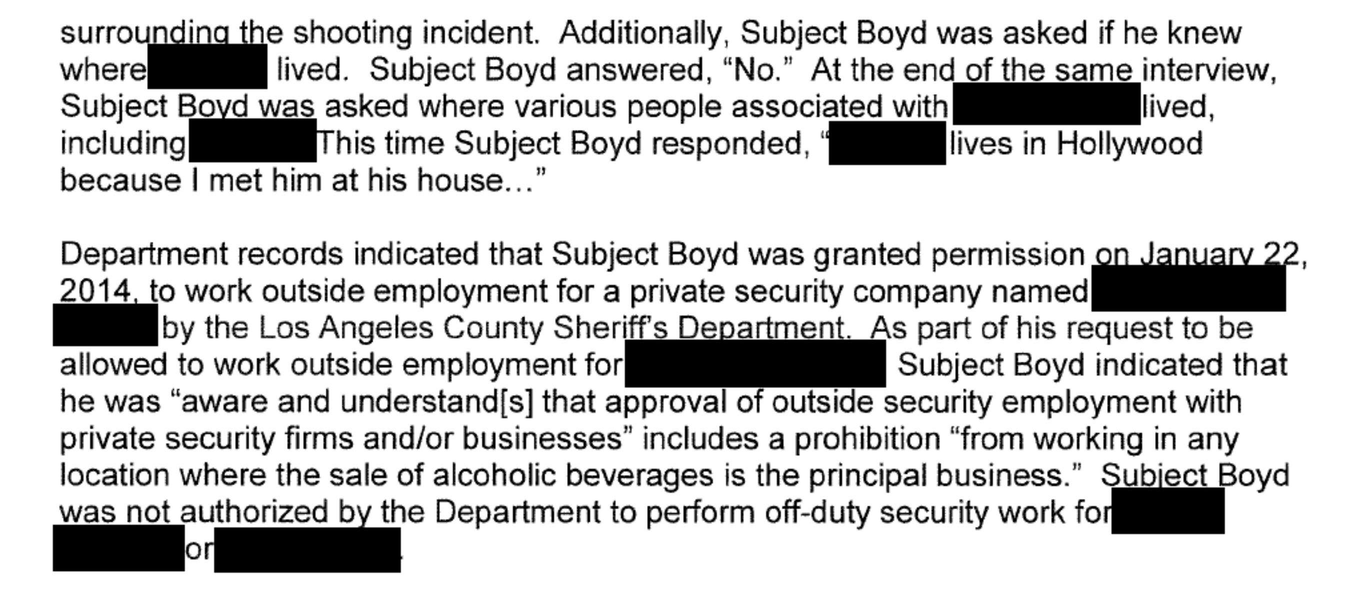
On August 24, 2015, at approximately 10:00 P.M., Subject Boyd sent his immediate supervisor, Sgt. Wheatcroft, a text message, asking to talk to him. The next morning, they spoke via phone and he notified his supervisor of his presence at the incident, and was asked to author a memo regarding the circumstances.

Two days after the incident, Subject Boyd was interviewed as a witness by LASD Homicide investigators. Subject Boyd said he had no idea who committed the shooting at the [redacted] nightclub and was ultimately cleared of any potential criminal culpability in this incident by the Homicide investigators.

During his witness interview with LASD Homicide investigators, Subject Boyd stated he was providing off-duty security for singer/entertainer [redacted] at the time of the incident. Additionally, Subject Boyd stated he had provided security for [redacted] on previous occasions. Further, Subject Boyd affirmatively stated that he was part of [redacted] security team. However, during a subsequent interview with Internal Affairs Bureau (IAB) investigators, Subject Boyd stated he was hired by [redacted] to work club security during the incident.

In his interviews with LASD Homicide and IAB investigators, Subject Boyd makes several contradictory statements involving the circumstances regarding his off-duty employment on the night of the incident. Specifically, in his interview with LASD Homicide investigators, Subject Boyd states that he was contacted by [redacted] ([redacted] manager) to provide security for [redacted]. However, in his interview with IAB investigators, Subject Boyd stated that he was hired by [redacted] with [redacted] to provide club security. Subject Boyd stated that Mr. [redacted] told him to contact [redacted] for specific job duties upon his arrival at the nightclub, and that he had worked with [redacted] at previous events he had worked on behalf of [redacted]. Contrary to Subject Boyd's assertion, Mr. [redacted], in his interview with IAB investigators, stated he had no knowledge of an individual named [redacted]

During his interview with LASD Homicide, while reviewing video footage of the incident, Subject Boyd easily identified members of [redacted] entourage by their moniker. Moreover, Subject Boyd was able to provide investigators with [redacted] current residential address and directions to this residence. Subject Boyd also provided residential information for [redacted], his manager, [redacted], and a close member of Brown's management/security team. During his interview with LASD Homicide, Subject Boyd offered to call close associates or members of [redacted] management and security team to inquire as to the motive and circumstances


surrounding the shooting incident. Additionally, Subject Boyd was asked if he knew where [redacted] lived. Subject Boyd answered, "No." At the end of the same interview, Subject Boyd was asked where various people associated with [redacted] lived, including [redacted] This time Subject Boyd responded, "[redacted] lives in Hollywood because I met him at his house..."

Department records indicated that Subject Boyd was granted permission on January 22, 2014, to work outside employment for a private security company named [redacted] by the Los Angeles County Sheriff's Department. As part of his request to be allowed to work outside employment for [redacted] Subject Boyd indicated that he was "aware and understand[s] that approval of outside security employment with private security firms and/or businesses" includes a prohibition "from working in any location where the sale of alcoholic beverages is the principal business." Subject Boyd was not authorized by the Department to perform off-duty security work for [redacted] or [redacted].

Review of Applicable "Guidelines for Discipline" Sections

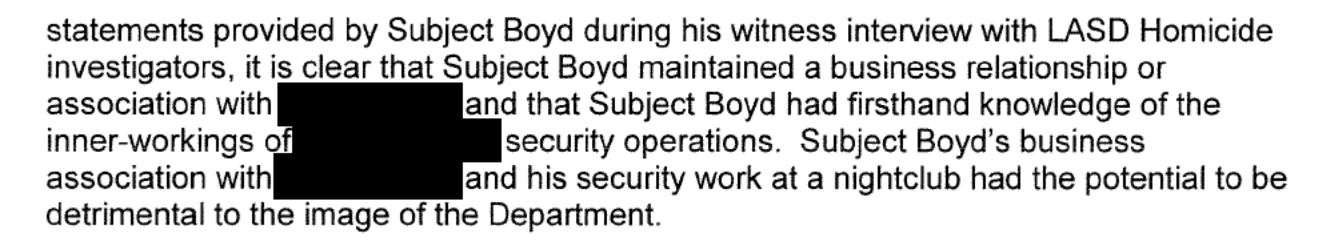
Department Approval of Outside Employment	1-3 days
Prohibited Employment	10 to 15 Days
False Statements/Obstructing Investigation	25 days to Discharge
Prohibited Association	Discharge
Off-Duty Incidents	Written Reprimand to Discharge

Assessment of Mitigating and Aggravating Factors

The facts of the case show that Subject Boyd knowingly maintained a business relationship or association with [redacted] as a member of his security team. Boyd should have known this employment could be detrimental to the image of the Department.

Severity of Infraction

Subject Boyd's misconduct was severe. He engaged in off-duty security work without proper authorization and was not truthful with his supervisors, homicide investigators, or IAB investigators regarding the circumstances of his employment. Based on the



statements provided by Subject Boyd during his witness interview with LASD Homicide investigators, it is clear that Subject Boyd maintained a business relationship or association with [redacted] and that Subject Boyd had firsthand knowledge of the inner-workings of [redacted] security operations. Subject Boyd's business association with [redacted] and his security work at a nightclub had the potential to be detrimental to the image of the Department.

Additionally, after the shooting incident, Subject Boyd made the decision to act as [redacted] personal security guard with the paramount interest of safely fleeing the scene with [redacted] and caravanning to [redacted] residence. As a result, Subject Boyd chose to abandon any responsibility to his profession and remain at the scene to timely report his observations as a witness in an effort to assist the Department with its investigation. Subject Boyd's actions, untruthfulness, and poor decisions makes him a liability to the Department.

The reputation of the Los Angeles County Sheriff's Department is based on the credibility and integrity of its employees. These traits are critical to earning the public's confidence and trust. Misconduct that calls into question an employee's credibility and/or integrity could compromise a criminal prosecution in which the employee was involved and could expose the employee to being impeached if called to testify in the criminal trial. Subject Boyd's ability to testify in court has been impacted because the Subject was found to have made false statements during a Departmental internal investigation. Therefore, Subject Boyd's conduct in this case has resulted in the determination that he is no longer suitable for employment as a deputy sheriff, because the ability to testify in court is an essential job junction.

Intent, Truthfulness and Acceptance of Responsibility

Subject Boyd does not appear to have provided consistent, thorough and forthright statements to his supervisors, homicide investigators and Internal Affairs investigators, as evidenced by the various versions he supplied in the August 24 memo draft, August 26 memo, two interviews with homicide detectives, and his interviews with Internal Affairs investigators. Subject Boyd's answers appear to be an attempt to mislead the Department regarding who employed him and the extent of his relationship with [redacted].

Subject Boyd's statements during the administrative investigation lacks veracity. The level of integrity exhibited by Subject Boyd falls below an acceptable level for a member of the Los Angeles County Sheriff's Department.

Degree of Culpability

Subject Boyd is solely culpable for his misconduct in this case.

Past Performance and Discipline History

Subject Boyd [redacted] In 1994 he became a deputy. In [redacted]

Subject Boyd was rated as "Very Good" on his last performance evaluation.

Disposition

Based upon the foregoing assessment, the following is the recommended penalty, subject to revision upon receiving the subject's response or grievance.

__X__ Discharge
_____ Reduction in Rank
_____ Suspension with Loss of Pay and Benefits for_day(s)
_____ Written Reprimand
_____ No Discipline Recommended

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

A Tradition of Service

OFFICE CORRESPONDENCE

DATE: June 04, 2015
FILE NO. IV2369498

FROM: DONNIE L. MAULDIN, CAPTAIN
INTERNAL AFFAIRS BUREAU

TO: CHRISTOPHER P. NEE, CAPTAIN
CIVIL MANAGEMENT BUREAU

SUBJECT: **RETURN OF COMPLETED INTERNAL AFFAIRS INVESTIGATION TO UNIT**

The Internal Affairs Bureau Administrative Investigation involving Deputy Henry Boyd, #[redacted], is complete. The PPI database was updated, indicating the case was being sent to your unit for disposition and findings.

Please review the entire case and send your findings of violations, if any, of the Manual of Policy and Procedures through your division to Internal Affairs Bureau for final disposition and intent for discipline, if warranted.

Note: The One (1) Year Statute Date is August 25, 2015.

If you have any questions, please contact Lieutenant David Flores at 323-890-5300.

DLM:DF:jc

INVESTIGATOR'S LOG

INVESTIGATOR'S LOG

FILE NUMBER:	IV2369498
INVESTIGATOR:	Carrasco
DATE DEPARTMENT BECAME AWARE OF ALLEGATION(S):	08/26/14
DATE IAB INVESTIGATION INITIATED:	11/03/14
DATE SENT TO ADVOCACY UNIT:	
DATE RETURNED FROM ADVOCACY UNIT:	
DATE FORWARDED TO FORCE OR RISK REVIEW:	
DATE RETURNED FROM FORCE OR RISK REVIEW:	
DATE TO DIVISION:	
DATE RETURNED TO IAB:	

DATE	SUMMARY	NAME
04/07/15	**Internal Statute Date Calculation:** Incident Date: 08/24/14 Department Awareness: 08/26/14 IAB received case and began investigation: 11/03/14 **Statute Date: 08/23/15**	JC
04/07/15	Contacted Sgt. Biddle from Homicide and arranged to pick up copies of interview.	JC
04/10/15	Met with Sgt. Biddle and picked up copies of Homicide interview.	JC
04/16/15	Scheduled interview with Subject Boyd for 05/05/15.	JC
04/17/15	Worked on case.	JC
05/05/15	Conducted interview with Subject Boyd and sent out for transcription.	JC
05/07/15	Conducted interview with Witness Wheatcroft and sent out for transcription.	JC
05/13/15	Conducted interview with Witness [redacted] and sent	JC

INVESTIGATOR'S LOG

	out for transcription.	
05/19/15	Worked on summary.	JC
05/22/15	Worked on case.	JC
05/26/15	Worked on summary.	JC
05/27/15	Stacked case.	JC
05/28/15	Submitted case to Lt. Flores.	JC
06/04/15	RETURNED FOR CORRECTIONS.	LT. D. FLORES
06/08/15	RECEIVED & APPROVED. SUBMITTED TO OPERATIONS.	LT. D. FLORES
6-8-15	REVIEWED SUMMARY	COPPLIN
6/16/15	~~AA~~APPROVED	MAULDIN

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IAB # IV2369498

AUDIO/VIDEO TRACKING SHEET

INTERNAL AFFAIRS BUREAU

- Audio/Video Tracking Sheet –

IAB #IV2369498

Investigator's Name: Carrasco
Total Number of DVD's: 0
Total Number of Compact Discs: 0
Total Number of Digital Audio Files: 5

DIGITAL AUDIO FILES

Job Number	Name
45806	Homicide interview of Deputy Henry Boyd on 08/26/14
45805	Homicide interview of Deputy Henry Boyd on 09/02/14
46176	Witness Sergeant Robert Wheatcroft
46241	Witness [redacted]
46018	Subject Henry Boyd

PERSONNEL INVESTIGATION FORM

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
PERSONNEL INVESTIGATION

DATE	No. OF SUBJECTS	UNIT(S) INVOLVED	I.A.B. FILE No.
05-27-15	1	Court Services Civil Management Bureau	IV2369498

MANUAL SECTIONS ALLEGEDLY VIOLATED (BY TITLE AND No.)
3-01/050.85 Prohibited Association
3-01/030.10 Obedience to Laws, Regulations and Orders

DATE, TIME, DAY OF OCCURRENCE: August 24, 2014, 0143 hours
RELATED URN FILE No. IF APPLICABLE:

LOCATION OF OCCURRENCE: [redacted]

SOURCE OF COMPLAINT: ☐ COMMUNITY ☒ SUPERVISION W/C REPORT No. ______ ☐ OTHER SOURCES (SPECIFY) ______

SUBJECT	LAST NAME	FIRST NAME	M.I.	RANK OR TITLE	EMP. No.
No. 1 OF 1	Boyd	Henry	A	Deputy	[redacted]

UNIT OF ASSIGNMENT	DATE ASSIGNED	DIVISION OR REGION
Court Services Civil Management Bureau S.F.	03/31/13	Court Services Bureau

STATUS OF SUBJECT: ☒ CONTINUING ON DUTY ☐ RELIEVED OF DUTY - REASSIGNED TO: ______ ☐ OTHER ______

SEX	RACE	HAIR	EYES	HEIGHT	WEIGHT	D.O.B.	AGE
Male	B	Blk	Bro	6-0	200	[redacted]	[redacted]

DATE OF HIRE	DATE APPOINTED TO RANK	INTERVIEW TAPE RECORDED ON
02/24/89	[redacted]	TAPE digital OF 46018 SIDE ☐ A ☐ B DATE 05/05/15 TIME 1023 hours

PREVIOUS [redacted] FOUNDED INVESTIGATIONS (EXCLUDING TRAFFIC)

DATE	I.A.B. FILE No.	MANUAL SECTION(S) VIOLATED	DISCIPLINE
[redacted]	[redacted]	[redacted]	[redacted]

SUBJECT	LAST NAME	FIRST NAME	M.I.	RANK OR TITLE	EMP. No.
No. OF					

UNIT OF ASSIGNMENT	DATE ASSIGNED	DIVISION OR REGION

STATUS OF SUBJECT: ☐ CONTINUING ON DUTY ☐ RELIEVED OF DUTY - REASSIGNED TO: ______ ☐ OTHER ______

SEX	RACE	HAIR	EYES	HEIGHT	WEIGHT	D.O.B.	AGE

DATE OF HIRE	DATE APPOINTED TO RANK	INTERVIEW TAPE RECORDED ON
		TAPE ____ OF ____ SIDE ☐ A ☐ B DATE ______ TIME ______

PREVIOUS 7 YEAR FOUNDED INVESTIGATIONS (EXCLUDING TRAFFIC)

DATE	I.A.B. FILE No.	MANUAL SECTION(S) VIOLATED	DISCIPLINE

CODE: C - COMPLAINANT, **W** - WITNESS
ADDITIONAL COMPLAINANTS, WITNESSES, OR SUBJECTS ON SUPPLEMENTAL PAGES ☐ YES ☒ NO

CODE	LAST NAME	FIRST NAME	M.I.	SEX	RACE	D.O.B.
W No. 1 OF 2	Wheatcroft	Robert		Male	W	Adult

RESIDENCE ADDRESS: L.A.S.D. Sergeant
RES. PHONE (AREA CODE): (818) 898-2563
BUSINESS ADDRESS OR UNIT OF ASSIGNMENT: Court Services Civil Management Bureau S.F.
CDL OR LASD EMPLOYEE NO.: [redacted]
BUS. PHONE (AREA CODE): (818) 898-2563
INTERVIEW TAPE RECORDED ON: TAPE digital OF 46176 SIDE ☐ A ☐ B DATE 05/07/15 TIME 1121 hours

CODE	LAST NAME	FIRST NAME	M.I.	SEX	RACE	D.O.B.
W No. 2 OF 2	[redacted]	[redacted]		Male	W	[redacted]

[redacted]
RES. PHONE (AREA CODE): [redacted]
CDL OR LASD EMPLOYEE NO.: [redacted]
BUS. PHONE (AREA CODE): [redacted]
INTERVIEW TAPE RECORDED ON: TAPE digital OF 46241 SIDE ☐ A ☐ B DATE 05/13/15 TIME 1158 hours

PRIMARY INVESTIGATOR	RANK	EMP. No.	APPROVED	DATE
Carrasco, Jess	Sergeant	[redacted]	LT. D. Flores	06/08/15
ASSISTING INVESTIGATOR	RANK	EMP. No.	DATE SUBMITTED	

SH-AD-669-2/93

IF ADDITIONAL SUBJECTS, WITNESSES, COMPLAINANTS OR DISCIPLINE HISTORIES, LIST ON CONTINUATION PAGES.

IAB INVESTIGATIVE SUMMARY

COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

ADMINISTRATIVE
INVESTIGATIVE SUMMARY
#IV2369498

SUBJECT: Deputy Henry Boyd #[redacted]

LOCATION: [redacted]



DATE/TIME OF INCIDENT: August 24, 2014
0143 hours

DATE OF DEPARTMENT KNOWLEDGE: August 26, 2014

<u>SYNOPSIS</u>

On August 24, 2014, Subject Boyd was working an off duty security job for [redacted] at the [redacted] in West Hollywood. [redacted] gave Subject Boyd the name of a contact person upon his arrival at the club to receive his job duties. Subject Boyd was tasked with providing security for the V.I.P. section where singer/entertainer [redacted] was sitting. During the evening at [redacted], a shooting occurred and "Rap" mogul, [redacted] and two additional persons were wounded by gun fire. Because the case involved considerable media attention, it was determined the case would be investigated by Homicide Bureau.

IAB Note: **Subject Boyd was granted permission on January 22, 2014, to work outside employment for [redacted] security company by the Los Angeles County Sheriff's Department. Subject Boyd did not have permission from the Los Angeles County Sheriff's Department to work for [redacted]**

After the shooting occurred, Subject Boyd escorted [redacted] out of the club and initially followed [redacted] in his car until Subject Boyd experienced car trouble. Two days after the incident, Subject Boyd was interviewed as a witness by Homicide Investigators. Subject Boyd said he had no idea who had committed the shooting at [redacted]. The Homicide investigation is currently active.

INVESTIGATION

Internal Affairs Bureau investigators interviewed the below Department personnel and civilian witness. Following is a summary of their interviews. For more information and precise wording, see the attached verbatim interview transcriptions.

Witness Robert Wheatcroft

On May 07, 2015, IAB Investigators interviewed Witness Wheatcroft. Witness Wheatcroft said Subject Boyd sent him a text message on August 24, 2015, around 2200 hours, asking if he was available to talk. Witness Wheatcroft received the text message the following morning around 5:50 a.m. when he turned his cell phone on.

Witness Wheatcroft had a telephone conversation with Subject Boyd who told him he was working an off-duty job at a club where "[redacted] had been shot. Subject Boyd told Witness Wheatcroft he was instructed by his off-duty security guard supervisor to escort [redacted] out of the night club. Subject Boyd told Witness Wheatcroft he escorted [redacted] to his vehicle and then drove home and ended his shift for the night.

Witness Wheatcroft asked Subject Boyd if he provided a statement to West Hollywood detectives and Subject Boyd said he did not provide a statement. Witness Wheatcroft asked Subject Boyd why he had not provided a statement to detectives. Subject Boyd said he entered his vehicle and drove home. Witness Wheatcroft said he did not feel he received a clear answer from Subject Boyd.

Witness Wheatcroft instructed Subject Boyd to call West Hollywood Station and advise detectives that he was present at the club on the night of the shooting. Witness Wheatcroft also instructed Subject Boyd to write a memo **(Exhibit A)** detailing his account and actions on the night of the incident.

> **IAB Note:** **In Subject Boyd's memo, he wrote during the incident he looked around and did not see anyone injured or anyone with a weapon. Subject Boyd wrote his focus and attention was to get the client out of the location and to a safe area. Subject Boyd wrote he realized he should have stayed at the location and given a statement to the handling deputies.**

Witness [redacted]

On May 13, 2015, IAB Investigators interviewed Witness [redacted] Witness [redacted] said Subject Boyd was employed by his company, "[redacted]" on August 24, 2014. He informed Subject Boyd two or three days prior to the job with the limited information he had. He informed Subject Boyd he would be performing auxiliary security for an event. Witness [redacted] was provided with the time, the date and the address by a person who he believes is named "[redacted]" who is a [redacted] who works for the [redacted]. Subject Boyd was advised to contact [redacted] on the night of the job for further direction. Witness [redacted] said he did not know [redacted] last name and said it was the only time they worked with him.

Witness [redacted] said his company "[redacted]" was employed by a [redacted] named, [redacted] and that Subject Boyd was not providing a one-on-one personal protection detail for [redacted]. Subject Boyd was not required to be armed for the security detail on August 24, 2014. Witness [redacted] said he did not expect any trouble at the [redacted].

Witness [redacted] said Subject Boyd has been employed by [redacted] for about ten to twelve months. During the ten or twelve months, Subject Boyd worked for [redacted] on five or six occasions.

IAB Investigators asked Witness [redacted] if he knew [redacted] He said he did not. Witness [redacted] explained, usually a network of people work together on events and one might have five or six different people working together. He did not know who else [redacted] was working with.

Witness [redacted]

On May 27 and 28, 2015, IAB Investigators made attempts to contact [redacted] Criminal Defense Attorney, Mark Geragos from the Law Firm of Geragos and Geragos. Mr. Mark Geragos did not return the Internal Affairs Bureau messages.

Subject Deputy Henry Boyd

On May 05, 2015, IAB Investigators interviewed Subject Boyd. Subject Boyd said he was contacted by Witness [redacted] from [redacted] on August 23, 2014, and asked if he was available to work a security job later that day. Subject Boyd told Witness [redacted] he had a family event on August 23, 2014, however, he said he would be able to work after his family event was over. Subject Boyd was hired by [redacted] to provide security for an event that was being held at the [redacted] in West Hollywood. Witness [redacted] told Subject Boyd to contact [redacted] upon arrival at the [redacted]. Subject Boyd believed [redacted] last name is [redacted] but was not sure.

Subject Boyd arrived at the [redacted] around 12:30 am, on August 24, 2014, and contacted [redacted] told Subject Boyd to contact [redacted] head of security ([redacted]) to be given his job duty. Subject Boyd was tasked with providing security for the reserved V.I.P. section [redacted] was sitting at. Subject Boyd said he found out he was providing security for [redacted] when he arrived at the [redacted] Subject Boyd said he never expected any problems.

Subject Boyd said when he works for [redacted], he finds out who he is providing security for on the day of the event. Subject Boyd said they are informed on the same day, because of past history of celebrity whereabouts being leaked to the public.

Subject Boyd said he was dressed casual for the event and armed with his personal Smith & Wesson 6906 handgun. He did not know if anyone else providing security was armed. IAB Investigators asked Subject Boyd if alcohol beverages were sold at the [redacted] and he said he assumed they were.

Subject Boyd said he was standing in front of the V.I.P. reserved area when he thought he heard gunshots. He heard screaming and was knocked to the ground by the crowd that was trying to exit the club. After the shooting, Subject Boyd and other security personnel escorted [redacted] and his entourage out of the club via the back door. [redacted] was escorted to his vehicle and Subject Boyd received a text message stating, "To the house" from [redacted] who is an assistant to [redacted]. Subject Boyd followed [redacted] vehicle on the 101 freeway until he experienced car trouble and had to exit the freeway. [redacted] vehicle continued and Subject Boyd called a tow service to have his vehicle towed.

Subject Boyd said he telephoned his [redacted] and when she arrived, she returned home with his vehicle that was being towed. Subject Boyd responded to the front gate of [redacted] residence in his [redacted] vehicle and contacted [redacted] around three or four in the morning. [redacted] informed Subject Boyd everyone was fine and inside the residence. He asked [redacted] what had occurred and [redacted] said he had no idea. Subject Boyd left the location.

He said on the night of the shooting, he did not know someone had been shot until later that afternoon. He found out, "Rap" mogul [redacted] had been wounded during the shooting at the [redacted] from the news. When he found out someone had been shot during the shooting, he notified his supervisor Sergeant Robert Wheatcroft. He called Witness Wheatcroft and was not able to contact him and decided to send him a text message stating he needed to talk to him. Witness Wheatcroft responded to his text message and informed Subject Boyd to call him first thing the following morning.

Subject Boyd telephoned Witness Wheatcroft the following morning and informed him he was present at an event where [redacted] was, and a shooting had occurred.

Witness Wheatcroft contacted their lieutenant and captain and Subject Boyd was asked to write a memo of the incident **(Exhibit A).**

Sergeant Wheatcroft instructed Subject Boyd to contact Homicide Bureau and he later participated in two interviews. Subject Boyd's first interview **(Exhibit B)** was conducted on August 26, 2014, and his second interview **(Exhibit C)** was conducted on September 02, 2014. For further information see his transcription interviews **(Exhibits B and C).**

Subject Boyd told IAB Investigators he was not aware "[redacted] was present at the [redacted] and never saw him at the club on the night of the shooting. He said on the night of the shooting, he was employed by [redacted] and was not directly employed by [redacted]. He said he has never been paid by [redacted] to provide security for him. Subject Boyd said he did not have any personal relationships with any of [redacted] entourage.

Subject Boyd was provided with a copy of his Los Angeles County Sheriff's Department request for approval of outside employment **(Exhibit D)**. Subject Boyd acknowledged the request form was filled out by him on January 16, 2014, and the request was for a security company by the name of [redacted] Subject Boyd said he was not working for [redacted] on August 24, 2014, but was working for [redacted] Subject Boyd said he had no reason why he had not requested permission from the Los Angeles County Sheriff's Department to work outside employment for [redacted] Subject Boyd said he had been employed by [redacted] for approximately two months when the shooting took place and has not worked any off duty jobs since the shooting. Subject Boyd said he did not call the police after the shooting occurred.